

TA 8/14/06 LP  
TA 8/14/06 emw

## ARTICLE 13

### SICK LEAVE

#### 13.1 Sick Leave Accrual

After an employee has been in pay status for eighty (80) non-overtime hours in a calendar month, the employee will accrue eight (8) hours of sick leave.

Part-time employees will accrue sick leave proportionate to the number of hours the part-time employee is in pay status in the calendar month to that required for full-time employment.

~~Full-time employees will accrue eight (8) hours of sick leave under the following conditions:~~

~~A. The employee must be employed for fifteen (15) calendar days or more during the month.~~

~~B. Any leave without pay taken during the month will not be counted toward the fifteen (15) calendar day eligibility requirement.~~

~~C. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.~~

~~D. Sick leave credit for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.~~

#### 13.2 Sick Leave Use

Sick leave will be charged in one tenth (1/10<sup>th</sup>) of an hour increments and may be used for the following reasons:

A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.

B. Care of family members as required by the Family Care Act, WAC 296-130, including care of a family member for illness, injury, and medical or dental appointments.

C. The Employer may approve sick leave for death of a relative that requires the employee's absence from work. In addition to relatives defined in Article 17.3 D. relatives include foster child, aunt, uncle, niece, nephew, first cousin and corresponding relatives of employee's spouse or significant other. ~~A death of any relative that requires the employee's absence from work. Sick leave use for bereavement is limited to five (5) days or as extended by the agency for travel. Relatives are defined for this purpose as spouse, significant other, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse or significant other.~~

### **13.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes**

The Employer may allow an employee who has used all of his or her sick leave to use compensatory time or vacation leave for sick leave purposes.

### **13.4 Restoration of Vacation Leave**

In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent

amount of vacation leave restored. The supervisor may require a written medical certificate.

#### **13.5 Sick Leave Reporting and Verification**

An employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If the employee is in a position where a relief replacement is necessary, the employee will notify his or her supervisor at least two (2) hours prior to his or her scheduled time to report to work. If the Employer suspects abuse, the Employer may require a written medical certificate for that sick leave absence. An employee returning to work after any sick leave absence may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

#### **13.6 Sick Leave Annual Cash Out**

Each January, employees are eligible to receive cash on a one (1) hour for four (4) hours basis for ninety-six (96) hours or less of their accrued sick leave, if:

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and
- C. They notify their payroll office by January 31<sup>st</sup> that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

1 All converted hours will be deducted from the employee's sick leave  
2 balance.  
3

4 **13.7 Sick Leave Separation Cash Out**

5 At the time of retirement from state service or at death, an eligible employee or  
6 the employee's estate will receive cash for his or her total sick leave balance on a  
7 one (1) hour for four (4) hours basis. For the purposes of this Section, retirement  
8 will not include "vested out of service" employees who leave funds on deposit  
9 with the retirement system. In accordance with state and federal law, agencies  
10 and employees in bargaining units may agree to form Voluntary Employee  
11 Beneficiary Associations (tax-free medical spending accounts) funded by the  
12 retiree sick leave cash out described above.  
13

14 **13.8 Reemployment**


15 Former state employees who are re-employed within five (5) years of leaving  
16 state service will be granted all unused sick leave credits they had at separation.  
17

TA 8/3/06 MF  
8/3/06 AMU

**ARTICLE 14**  
**SHARED LEAVE**

**14.1** State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who has been called to service in the uniformed services or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. An employee is eligible to request participation in the shared leave program when the employee is able to use accrued vacation leave, sick leave, or a personal holiday. For purposes of the state leave sharing program, the following definitions apply:

- A. Employee means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- B. Employee's relative is limited to the employee's spouse, child, stepchild, grandchild, grandparent, or parent.
- C. Household members are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
- D. Severe or extraordinary condition is defined as serious or extreme and/or life threatening.

TA 3/3/06 

1  
2  
3 E. Service in the uniformed services means the performance of duty on a  
4 voluntary or involuntary basis in a uniformed service under competent  
5 authority and includes active duty, active duty for training, initial active  
6 duty for training, inactive duty training, full-time national guard duty  
7 including state-ordered active duty, and a period for which a person is  
8 absent from a position of employment for the purpose of an examination  
9 to determine the fitness of the person to perform any such duty.

10  
11 F. Uniformed services means the armed forces, the army national guard, and  
12 the air national guard of any state, territory, commonwealth, possession, or  
13 district when engaged in active duty for training, inactive duty training,  
14 full-time national guard duty, or state active duty, the commissioned corps  
15 of the public health service, the coast guard, and any other category of  
16 persons designated by the President of the United States in time of war or  
17 national emergency.

18  
19 14.2 An employee may be eligible to receive shared leave under the following  
20 conditions:

21  
22 A. The employee's agency head determines that the employee meets the  
23 criteria described in this Section.

24  
25 B. For work-related illness or injury, the employee has diligently pursued and  
26 been found to be ineligible for benefits under RCW 51.32 if the employee  
27 qualifies under Section 14.3.

28  
29 C. The employee has abided by agency policies regarding the use of sick  
30 leave if the employee qualifies under Section 14.3.

TA 8/3/06 *[Signature]*

1  
2 D. The employee has abided by agency policies regarding the use of vacation  
3 leave and paid military leave if the employee qualifies under Subsection  
4 14.3 A.2.

5  
6 E. Donated leave is transferable between employees in different state  
7 agencies with the agreement of both agency heads.  
8

9 14.3 An employee may donate vacation leave, sick leave, or personal holiday to  
10 another employee only under the following conditions:  
11

12 A. The receiving employee either:  
13

14 1. Suffers from or has a relative or household member suffering from  
15 an illness, injury, impairment, or physical or mental condition  
16 which is of an extraordinary or severe nature; or  
17

18 2. Has been called to service in the uniformed services.  
19

20 B. The illness, injury, impairment, condition, or call to service has caused, or  
21 is likely to cause, the receiving employee to:  
22

23 1. Go on leave without pay status; or  
24

25 2. Terminate state employment.  
26

27 C. The receiving employee's absence and the use of shared leave are justified.  
28

29 D. The receiving employee has depleted or will shortly deplete his or her:  
30

7/23/06 VJR

1. Vacation leave and sick leave reserves if the employee qualifies under Section 14.3; or

2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Section 14.3.

E. The agency head permits the leave to be shared with an eligible employee.

F. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for annual leave balances will be prorated.

G. Employees may not donate excess vacation leave that the donor would not be able to take due to an approaching anniversary date.

H. The donating employee may donate any specified amount of sick leave provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.

I. The donating employee may donate all or part of a personal holiday. Any portion of a personal holiday that is not used will be returned to the donating employee.

14.4 The agency head will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of two hundred sixty-one (261) days of shared leave during total state employment, except that a non-permanent or on-call employee who is eligible to use accrued

TA 8/3/06 MY

1 leave or personal holiday may not use shared leave beyond the termination date  
2 specified in the non-permanent or on-call employee's appointment letter.  
3

4 **14.5** The agency head will require the employee to submit, prior to approval or  
5 disapproval, a medical certificate from a licensed physician or health care  
6 practitioner verifying the severe or extraordinary nature and expected duration of  
7 the condition when the employee is qualified under Section 14.3. The agency  
8 head will require the employee to submit, prior to approval or disapproval, a copy  
9 of the military orders verifying the employee's required absence when the  
10 employee is qualified for shared leave under Section 14.3.  
11

12 **14.6** Any donated leave may only be used by the recipient for the purposes specified in  
13 this Section.  
14

15 **14.7** The receiving employee will be paid his or her regular rate of pay; therefore, one  
16 (1) hour of shared leave may cover more or less than one (1) hour of the  
17 recipient's salary. The calculation of the recipient's leave value will be in  
18 accordance with Office of Financial Management policies, regulations, and  
19 procedures. The dollar value of the leave is converted from the donor to the  
20 recipient. The leave received will be coded as shared leave and be maintained  
21 separately from all other leave balances.  
22

23 **14.8** All forms of paid leave available for use by the recipient must be used prior to  
24 using shared leave when qualified under Section 14.3. All forms of paid leave,  
25 except sick leave, available for use by the recipient must be used prior to using  
26 shared leave when qualified under Section 14.3.  
27

28 **14.9** Any shared leave not used by the recipient during each incident/occurrence as  
29 determined by the agency director will be returned to the donor(s). The shared  
30 leave remaining will be divided among the donors on a prorated basis based on

TA 8/3/06 RT

1 the original donated value and returned at its original donor value and reinstated  
2 to each donor's appropriate leave balance. The return will be prorated back based  
3 on the donor's original donation.  
4

5 **14.10** All donated leave must be given voluntarily. No employee will be coerced,  
6 threatened, intimidated, or financially induced into donating leave for purposes of  
7 this program.  
8

9 **14.11** The agency will maintain records which contain sufficient information to provide  
10 for legislative review.  
11

12 **14.12** An employee who uses leave that is transferred under this Section will not be  
13 required to repay the value of the leave that he or she used.

7/14/06 TA KJF  
7/14/06 TA LNW

ARTICLE 15

FAMILY MEDICAL LEAVE

15.1

A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and the state Family and Medical Leave Act of 2006, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child; or
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
3. Family medical leave to care for a spouse, son, daughter, ~~or parent~~, or domestic partner as defined by WAC 182-12-260 (2) who suffers from a serious health condition that requires on-site care or supervision by the employee.

B. Entitlement to FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.

**15.2** The twelve (12) week FMLA leave entitlement is available to the employee, provided that eligibility requirements listed in Section 15.1 are met. The FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins FMLA leave. Each time an employee takes FMLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

**15.3** The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. The employee will be required to pay his or her share of health care premiums.

**15.4** The Employer has the authority to designate absences that meet the criteria of the FMLA. The use of any paid or unpaid leave (excluding compensatory time) for an FMLA-qualifying event will run concurrently with, not in addition to, the use of the FMLA for that event. Employees will be required to exhaust all qualifying paid leave (excluding compensatory time) prior to using any leave without pay, except for FMLA leave for a work-related injury or illness. Leave for a work-related injury, covered by workers' compensation or assault benefits, will also-not run concurrently with the FMLA.

**15.5**

A. Parental leave will be granted to the employee for the purpose of bonding with his or her natural newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the

period covered by the FMLA may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at Step 3 of the grievance procedure in Article 31.

B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, compensatory time, or leave without pay.

C. Leave for sickness or temporary disability because of pregnancy or childbirth will be in addition to twelve (12) weeks of FMLA leave used for parental leave.

**15.6** Serious health condition leave consistent with the requirements of the FMLA will be granted to an employee in order to care for a spouse, son, daughter, ~~or parent,~~ or domestic partner as defined by WAC 182-12-260 (2) who suffers from a serious medical condition that requires on-site care or supervision by the employee. Personal medical leave consistent with the requirements of the FMLA will be granted to an employee for his or her own serious health condition that requires the employee's absence from work. The Employer may require that such personal medical leave or serious health condition leave be supported by certification from the employee's or family member's health care provider.

**15.7** Personal medical leave or serious health condition leave covered by the FMLA may be taken intermittently when certified as medically necessary.

**15.8** Upon returning to work after the employee's own FMLA-qualifying illness, the employee will be required to provide a fitness for duty certificate from a health care provider.

- 1   **15.9**   The employee will provide the Employer with not less than thirty (30) day notice
- 2           before the FMLA leave is to begin. If the need for the leave is unforeseeable
- 3           thirty (30) days in advance, then the employee will provide such notice when
- 4           feasible.

5

TA 7/14/06 emw.

TA 7/14/06 MK

ARTICLE 16

SEVERE INCLEMENT WEATHER AND  
NATURAL DISASTER LEAVE

16.1 If the Employer decides that a state office or work location is non-operational due to severe inclement weather or natural disaster, the following will apply:

A. Non-emergency (or emergency, if applicable) employees may be released with no loss of pay during the disruption of services.

B. Non-emergency (or emergency, if applicable) employees may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during the disruption of services.

C. If affected state offices or work locations are reasonably believed to be temporarily non-operational, employees will be allowed to utilize accrued leave for up to four (4) weeks. The employee's leave will be charged in the following order:

1. Any earned compensatory time, or exchange time unless this would result in the loss of their vacation leave;
2. Any accrued vacation leave;
3. Accrued sick leave, up to a maximum of three (3) days in any calendar year;
4. Leave without pay.

D. At the discretion of the Employer, if, after four (4) weeks, the state office or work location is still non-operational, non-emergency employees may be subject to a temporary reduction of work hours or temporary layoff consistent with Section 35.5 of Article 35, Layoff and Recall, of this Agreement.

16.2 If a work location remains fully operational but an employee is unable to report to work or remain at work because of severe inclement weather or a natural disaster, the employee's leave will be charged in the following order:

A. Any earned compensatory time, or exchange time unless this would result in the loss of their vacation leave;

B. Any accrued vacation leave;

C. Any accrued sick leave, up to a maximum of three (3) days in any calendar year;

D. Leave without pay.

Although the types of paid leave will be used in the order listed above, and each type of paid leave will be exhausted before the next is used, employees will be permitted to use leave without pay rather than vacation or sick leave at their request.

16.3 Employees who report to work late due to severe inclement weather or a natural disaster will be allowed up to one (1) hour of paid time. The State may grant

- 1 | additional paid time if deemed reasonable under the circumstances. Section 16.2
- 2 | will apply to any additional late time.
- 3 |

8/14/06 TA R/K  
8/14/06 JMW

ARTICLE 17

MISCELLANEOUS LEAVE

17.1 Subject to the Employer's approval, employees may be allowed paid leave, during scheduled work time, for:

A. Examinations or interviews for state employment

B. To receive assessment from the Employee Assistance Program (EAP)

17.2 Jury Duty

Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of his or her jury duty summons. If selected to be on a jury, employee-requested schedule changes will be approved, to accommodate jury duty service. If employees are released from jury duty and there are more than two (2) hours remaining on their work shift, they may be required to return to work.

17.3 A subpoenaed employee will receive paid leave, during scheduled work time, to appear as a witness in a court or an administrative hearing for work-related cases, unless he or she:

A. Is a party in the matter and is not represented by the Attorney General's Office of the state of Washington, or

B. Has an economic interest in the matter.

Nothing in this Section will preclude an employee from receiving regular pay, travel expenses and per diem to appear in court or an administrative hearing on behalf of the Employer.

~~17.4~~ ~~17.4~~ Employees will not be eligible for per diem or travel expenses under this Article.

**17.5 Bereavement Leave**

A. An employee is entitled to three (3) days of paid bereavement leave if his or her family member or household member dies. An employee may request less than three (3) days of bereavement leave.

B. The Employer may require verification of the family member's or household member's death.

C. In addition to paid bereavement leave, the Employer may approve an employee's request to use compensatory time, sick leave, vacation leave, exchange time, his or her personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.

D. For purposes of this sub-article a family member is defined as parent, sister, brother, parent-in-law, spouse, grandparent, grandchild, and child. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

TA 7/14/06 RF  
7/14/06 emw

**ARTICLE 18**  
**LEAVE WITHOUT PAY**

**18.1** Leave without pay will be granted for the following reasons:

- A. Family and medical leave (Article 15)
- B. Compensable work-related injury or illness leave
- C. Military leave

**18.2** Leave without pay may be granted for the following reasons:

- A. Educational leave
- B. Child and elder care emergencies
- C. Governmental service leave
- D. Conditions applicable for leave with pay
- E. Seasonal career employment
- F. Voluntary leave in the state's Reduction-in-Force plan to reduce the effect of an agency reduction in force
- G. Injury or illness which prevents the employee from returning within the FMLA time periods

H. As otherwise provided for in this Agreement

### 18.3 Limitations

Leave without pay may be limited to twelve (12) months in any consecutive five (5) year period, except for:

A. ~~C~~-ompensable work-related injury or illness;

B. ~~or e~~ Educational leave;

C. ~~g~~ Governmental service;

D. ~~m~~ Military;

E. ~~or s~~ Seasonal career employment leaves; or

F. Leave taken under the provisions of Article 15, Family and Medical Leave.

### 18.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position or if the leave is for an extended period, in another position in the same job classification and the same geographical area, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement.

### ~~18.5 Compensable Work-Related Injury or Illness Leave~~

~~An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time loss compensation exclusively or leave payments in addition to time loss compensation. Employees~~

1        ~~who take sick leave during a period in which they receive time-loss compensation~~  
2        ~~will receive full sick leave pay, minus any time loss benefits. Employees who~~  
3        ~~take vacation leave or compensatory time during a period in which they receive~~  
4        ~~time-loss compensation will receive full vacation leave or compensatory time pay~~  
5        ~~in addition to any time loss payments, unless the employee is receiving assault~~  
6        ~~benefit compensation equal to full pay. Leave for a work-related injury, covered~~  
7        ~~by workers' compensation or assault benefits, will run concurrently with the~~  
8        ~~FMLA. Notwithstanding Section 18.1, the Employer may separate an employee~~  
9        ~~in accordance with Article 33, Reasonable Accommodation and Disability~~  
10       ~~Separation.~~

11  
12  
13    **18.6    Military Leave**

14       In addition to the fifteen (15) days of paid leave granted to employees for active  
15       duty or active duty training, unpaid military leave will be granted in accordance  
16       with RCW 38.40.060 and applicable federal law. Employees on military leave  
17       will be reinstated as provided in RCW 73.16 and applicable federal law. In  
18       addition to the fifteen (15) days, employees called to active military duty will  
19       continue to accrue seniority within the state system.

20  
21    **18.7    Educational Leave**

22       Leave without pay may be granted for educational leave for the duration of actual  
23       attendance in an educational program.

24  
25    **18.8    Child and Elder Care Emergencies**

26       Leave without pay may be granted for child and elder care emergencies and is  
27       limited to a maximum of three (3) days per calendar year. Compensatory time or  
28       paid leave may also be used for child and elder care emergencies, subject to the  
29       limitations above.

1   **18.9   Seasonal Career Employment**

2           Leave without pay may be granted to seasonal career employees during their off-  
3           season.

4  
5   **18.10   Governmental Service Leave**

6           Leave without pay may be granted for government service in the public interest,  
7           including but not limited to the U.S. Public Health Service or Peace Corps leave.

TA 8/2/06 MF  
8/2/06 emw

## ARTICLE 19

### SAFETY AND HEALTH

19.1 It is to the mutual benefit of the Employer and the employees that safe work practices are followed. The Employer, Employee and Union have a significant responsibility for workplace safety.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA). It is agreed that the WISHA regulations now and hereafter amended will continue to be complied with by both parties. Reference: <http://www.lni.wa.gov/rules/wacs.html>

B. Employees will comply with all safety practices and standards established by the Employer and will report unsafe working conditions immediately. The Employer will investigate reported unsafe working conditions and take appropriate action.

C. The Union will work cooperatively with the Employer on safety related matters and encourage employees to work in a safe manner.

~~19.2~~ 19.2—The Employer will determine and provide the required safety devices, personal protective equipment and apparel, and training necessary for employees to perform their job.

#### 19.3 Washington State Patrol WSPTA & WSPSTA

Physicals: Management will pay for all employer required physicals. In addition if time and travel are required, management will provide release and pay for travel related expenses.

8/3/06 TA RF  
8/3/06 emw

## ARTICLE 20

### UNIFORMS, TOOLS AND EQUIPMENT

#### 20.1 Uniforms

As established by current practice, the Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance.

#### 20.2 Tools and Equipment

As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition. Employees who misuse, vandalize, lose or damage state property may be subject to disciplinary action. All state issued tools and equipment will be returned by the employee upon termination.

#### 20.3 International Organization of Masters, Mates and Pilots

Management and the Union agree that a professional image is important. All staff are expected to maintain personal appearance consistent with each employee's job duties.

All marine personnel shall be required to wear a standard uniform at all times while on duty consisting of:

A. Black trousers (no jeans),

7/11 8/3/06 MR  
9e

B. White polyester/cotton blend shirt for vessel operators and medium gray cotton shirts for shipyard personnel,

C. Black dress shoes or boots with dark hosiery; and

D. Black hat/ or baseball cap with insignia as designated by Management.

1. Vessel operators shall wear a captain's hat or baseball cap designated by ~~Department of Corrections~~ Management.

2. Shipyard personnel shall wear a baseball cap designated by ~~Department of Corrections~~ Management.

In view of Management requiring the above uniform to be worn at all times while on duty, each permanent Marine employee shall be provided the sum of five hundred dollars (\$500.00). Such sum shall be divided into two (2) equal semiannual payments to be made during the months of April and October of each year. This money shall be utilized for the purchase, cleaning and maintenance of the required uniform. Management will provide non-permanent, on-call and probationary employees with a uniform until such time he or she obtains permanent status.

#### **20.4 International Association of Fire Fighters**

Management and the Union agree that a professional image is important. All employees are expected to maintain a personal appearance consistent with each employee's job duties.

All fire department personnel shall be required to wear a standard uniform at all times while on duty which meets NFPA standards consisting of:

A. Black or Navy Blue Trousers.

TA 8/3/06 RYR  
JL

B. White or Navy Blue duty shirt with Fire Department insignia designated by Management.

C. White or Navy Blue Polo Shirt.

D. Baseball cap with Fire Department insignia designated by Management.

E. Duty Belt.

F. Duty and Float Coat with Fire Department insignia designated by Management.

G. Wild land fire rated boots;

In view of Management requiring the above uniform to be worn at all times while on duty, each permanent fire department employee shall be issued uniform attire to include 3 trousers, 3 of each type of shirt, 1 pair wild land boots, 1 baseball cap, 1 duty belt, 1 each coat. All badges, insignias and patches will be designated and provided by Management.

State issued items may be exchanged on a one (1) for one (1) basis as needed due to damage or normal wear and tear at Management's discretion.

#### **20.4-5 Washington State Nurses Association**

The Employer shall reimburse nurses for clothes irreparably damaged or torn by patients. Such reimbursement will be based on the estimated value of the clothing damaged.

#### **20.5-6 Teamsters - Enforcement Sergeants**

The Department will provide the necessary equipment to perform assigned work for Sergeants. At a minimum, this will consist of the following: duty weapons, belts and holsters, shotgun, service ammunition, handcuffs, bulletproof vest, spotting scope, binoculars, and two (2) flashlights.

Each Sergeant will be issued a minimum of three (3) complete winter and three (3) complete summer uniforms as defined by the Department. Sergeants will be issued one (1) pair of non-insulated boots, one (1) pair of insulated boots, one (1)

RA 8/3/06 MR

40

1 pair of uniform dress shoes, and one (1) pair of hip boots or chest waders if  
2 approved by the Captain. The Department will purchase uniform items.

3  
4 The Department agrees to pay for cleaning, repair or replacement of defective or  
5 unserviceable uniform items, unless due to negligence on the part of the Sergeant.

6  
7 **20.67 Washington Association of Professional ~~Biologists~~ Fish and Wildlife**  
8 **Professionals**

9 The Department of Fish and Wildlife will furnish each field employee with the  
10 following items, as needed; photo ID card; identifiable apparel; small equipment,  
11 such as rain gear, winter outerwear and ~~appropriate~~ specialty footwear, as  
12 required; ~~or~~ cameras, and other agreed upon equipment to adequately perform  
13 assigned duties. Other equipment may be made available as needed.

14  
15 **20.78 ~~International Brotherhood of Electrical Workers~~ IBEW/UA**

16 The Department of Labor and Industries will continue to provide inspectors with  
17 the following clothing as needed, such as; identifiable vest, when needed, with  
18 L&I logo; a hard hat and liner, with L&I logo; coveralls and/or logging pants;  
19 shop coat, as needed; foul weather jacket and pants; cold weather jacket; safety  
20 gloves; footwear appropriate for the hazard; two (2) pairs of safety shoes; and  
21 safety glasses/eye protection (prescription, where required). There will be no  
22 wearing of L&I provided clothing or safety items for personal use. The  
23 department will pay for laundering and maintaining agency purchased coveralls,  
24 logging pants and shop coats as needed. The Employer will reimburse employees  
25 for destroyed personal clothing.

26  
27 The Employer will assign vehicles to field employees in accordance with State,  
28 agency policies and procedures for work related travel exclusively. Usage of  
29 assigned vehicles that is inconsistent with OFM regulations, agency policies or  
30 procedures is subject to disciplinary action and loss of assigned vehicle.

g.

Field employees with permanently assigned vehicles will be permitted to park the vehicle at their home provided the necessary documentation has been reviewed and approved by the Employer and in accordance with OFM regulations.

~~20.8 United Plumbers and Pipe Fitters~~

~~Employees will continue to receive the equipment, tools, and safety gear they currently receive.~~

~~20.9-2 Washington State Patrol Communication Managers Association~~

A. The Employer will attempt to provide each manager's office with the necessary equipment, tools and devices that will allow the manager to carry out his or her daily responsibilities in a productive and business-like manner.

B. The State Patrol will issue each manager a cardigan or pullover-style Communications sweater to be worn with the issued uniform. The sweater may be worn in the Communications Center or in lieu of the issued jacket when outside the Communications Center. The option to wear professional civilian attire shall be retained.

C. Replacement of Employee-Owned Equipment

1. The Employer agrees to process an employee's claim to repair or replace employee-owned equipment damaged or destroyed beyond normal wear while on duty, unless gross negligence can be shown on the part of the employee.

TA 8/13/06 KJR  
Jc.

2. The Employer is only obligated to reimburse the employee for personal property when the employee has received prior written approval to use the personal property while on duty.

3. Repair or replacement of watches will be for actual cost not to exceed \$30. Other items will be at fair market value.

4. Claims for damaged eyeglasses or contacts shall be processed through the Department of Labor and Industries.

5. 5.—The employee may submit a sundry claim for repair or replacement of employee-owned equipment damaged or destroyed while on duty with the Office of Financial Management (OFM) Division of Risk Management.

**20.10 Washington State Patrol Supervisor Trades Association (WSPSTA) and**

**Washington State Patrol Trades Association (WSPTA)**

**A. Uniforms:**

Management agrees to reimburse employees up to one hundred dollars (\$100) per year, or two hundred dollars (\$200) for a two (2) year period for safety footwear.

**B. Special Equipment:**

The Employer agrees to provide specialty tools and testing equipment as authorized by the Chief or designee.

**C. Vehicles:**

Department vehicles shall be used for official business and in a manner consistent with applicable state travel regulations. Use of state owned or operated vehicles shall be authorized by the Chief or designee.

TA 8/3/06 MK

g.

1     D.     Tool Replacement:

2             Personal tools worn out and/or broken on the job will be replaced on a like  
3             for like basis by the Employer provided the tool is turned in to the  
4             Employer and the Employer had knowledge the tool was being used on the  
5             job.

6     E.     Uniforms:

7             The Employer will continue to provide coveralls and adequate inclement  
8             weather gear and safety clothing.

6/22/06 TA R/F  
6/22/06 E. Vinsky

**ARTICLE 21**

**DRUG AND ALCOHOL FREE WORKPLACE**

**21.1** All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

**21.2 Possession of Alcohol and Illegal Drugs**

A. Employees may not use or possess alcohol in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business except when:

1. The premises are considered residences, or

2. The premises or state vehicles are used for the transportation, purchase, distribution and sale of alcohol pursuant to state law.

B. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises, or on official business is prohibited.

**21.3 Prescription and Over-the-Counter Medications**

Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.

**21.4 Drug and Alcohol Testing – Safety Sensitive Functions**

A. Employees required to have a Commercial Driver's License (CDL) or to be tested by the United States Coast Guard, are subject to pre-

1A6/22/06 MYR  
enu

employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation Rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current agency policy.

B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents, and reasonable suspicion testing in accordance with agency policy. For the purposes of this Article, employees who perform other safety-sensitive functions are those issued firearms, licensed emergency medical technicians (EMT) and those licensed health care professionals who prescribe, administer or dispense medications as part of their job duties.

1. For employees who perform other safety-sensitive functions, a post-firearm shooting drug and alcohol testing may be conducted for any shooting incident involving a person for any accidental discharge of a firearm.

2. For employees who perform other safety-sensitive functions, a post-accident drug and alcohol test may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

## 21.5 Reasonable Suspicion Testing

TA 6/22/06 RPR  
JMW

1 A. Reasonable suspicion testing for alcohol or controlled substances may be  
2 directed by the Employer for any employee when there is reason to  
3 suspect that alcohol or controlled substance usage may be adversely  
4 affecting the employee's job performance or that the employee may  
5 present a danger to the physical safety of the employee or others. Specific  
6 objective grounds must be stated in writing that support the reasonable  
7 suspicion.

8  
9 B. Referral

10 Referral for testing will be made on the basis of specific written objective  
11 grounds documented by a supervisor who has ~~attended~~ completed the  
12 training on detecting the signs/symptoms of being affected by controlled  
13 substances/alcohol.

14  
15 C. Testing

16 1. When reasonable suspicion exists, employees must submit to  
17 alcohol and/or controlled substance testing when required by the  
18 Employer. A refusal to test is considered the same as a positive  
19 test. When an employee is referred for testing, he or she will be  
20 removed immediately from duty and transported to the collection  
21 site. The cost of reasonable suspicion testing, including the  
22 employee's salary will be paid by the Employer.

23  
24 2. Testing will be conducted in such a way to ensure maximum  
25 accuracy and reliability by using the techniques, chain of custody  
26 procedures, equipment and laboratory facilities, which have been  
27 approved by the U.S. Department of Health and Human Services.  
28 All employees notified of a positive controlled substance or  
29 alcohol test result may request an independent test of their split  
30 sample at the employee's expense. If the test result is negative, the

101 7/22/06 *VP*  
*emu.*

1 Employer will reimburse the employee for the cost of the split  
2 sample test.

- 3  
4 3. An employee who has a positive alcohol test and/or a positive  
5 controlled substance test may be subject to disciplinary action, up  
6 to and including discharge based on the incident that prompted the  
7 testing.  
8

9 **21.6 Training**

10 Training will be made available to managers, supervisors and lead-workers. Each  
11 Union may designate one (1) union steward or representative to attend training  
12 and provide training materials to the Union. Any additional requests for training  
13 will need appointing authority approval. The training will include:  
14

- 15 A. The elements of the Employer's Drug and Alcohol Free Workplace  
16 Program;  
17  
18 B. The effects of drugs and alcohol in the workplace;  
19  
20 C. Behavioral symptoms of being affected by controlled substances and/or  
21 alcohol; and  
22  
23 D. Rehabilitation services available.  
24

25 **21.7 Rehabilitation**

26 The Employer may use the results of the drug and alcohol test to require the  
27 employee to successfully complete a rehabilitation plan.

**ARTICLE 22**

**TRAVEL**

Employees will be reimbursed for any authorized travel expenses (e.g. mileage, lodging and/or per diem), in accordance with the regulations established by the Office of Financial Management and agency policy.

TA 5/12/2006  
RVF  
5/12/06  
E.O.

TA 8/2/06 M/R  
8/2/06 emw

ARTICLE 23

MEALS

For ~~Veteran's Affairs and the~~ Washington State Nurses Association, Union of Washington Physicians and ~~Department of Corrections and the International Organization of the~~ Masters, Mates and Pilots bargaining unit members:

23.1 Employees having to respond to unscheduled overtime or unscheduled 'extra duty' as defined in Article 7.2 requiring work during breakfast, lunch or dinner meals, which would have otherwise been eaten at home, shall receive said meal at institution expense, whether or not such meal occurs during the overtime period.

23.2 Food shall be made available and shall be provided, at institution expense, to those swing shift staff required to work two (2) hours or more into the next succeeding shift.

23.3 Employees purchasing meals in institution dining facilities who must return to duty without benefit of finishing the meal shall be reimbursed for its cost.

23.4 Overtime eligible employees who are on a scheduled meal period and are directed to perform work shall be compensated at the overtime rate.

TA 8/2/06 myf  
TA 8/2/06 emu.

ARTICE 24

AVIATION INSURANCE

The Department of Fish and Wildlife agrees to continue to provide an insurance policy, as authorized by statute or regulation, for bargaining unit employees required to engage in unscheduled aircraft flights as a condition of their employment, in the amount of one hundred thousand dollars (\$100,000) for death and the present rate for dismemberment.

TA 8/14/06  
my 8/14/06  
emo

ARTICLE 25

DUTY STATIONS

25.1 Washington Association of ~~Professional Biologists~~ Fish & Wildlife Professionals

A. ~~The Department desires to provide office space outside of the home for field employees. It shall be the duty of Management to establish the permanent duty station of each employee.~~ In the absence of such assigned state office space, the employee may be asked to use his or her home as the official duty station.

B. If the official duty station is the employee's residence and public phone contact at the residence is a job requirement:

1. The Department shall provide a dedicated, official phone line, phone, and answering machine, which may be used only to conduct state business.

2. The employee shall be required to answer the official line only during normal work hours.

3. Only the official phone number shall be published and/or given to the public.

4. The employee may be contacted by the Department during an emergency on his or her personal telephone line.

C. The Employer will assign vehicles to field employees in accordance with State, agency policies and procedures for work related travel. Usage of

assigned vehicles that is inconsistent with OFM regulations, agency policies or procedures may be subject to disciplinary action and loss of assigned vehicle.

If the official duty station is the employee's residence, State vehicles may be taken to the residence. Other field employees with permanently assigned vehicles will be permitted to park the state vehicle at their home, provided the justification has been reviewed and approved by the Employer and is in accordance with OFM regulations.

D. The Department shall provide storage space for Department boats and other equipment.

E. The Department shall establish a geographical area within which each field employee, not located in an office, must establish a permanent residence. Current duty stations are considered to conform with this Section.

F. Duty station changes will be discussed with employees sufficiently in advance of implementation to allow consideration of options.

G. Exceptions to the above residency requirement will be considered by the Department in light of an employee's personal circumstances on a case-by-case basis and may be granted if Department objectives will be met.

H. The Department will not close or consolidate duty stations nor shall it reorganize operations without discussion with the Association regarding the impact of that decision.

25.2 ~~International Brotherhood of Electrical Workers~~ IBEW/UA

A. It shall be the duty of Management to establish the permanent duty station of each employee.

B. Permanent Duty Station

Each employee's permanent duty station shall be the Service Location or a designated office or address in such other community, as may be designated, for employees assigned to a Region. Employees working out of their home will have a signed 'work from home' agreement in place.  
~~The permanent duty station for employees assigned to headquarters shall be the state office or a designated office or address in the Olympia area.~~

C. The Department will not close, consolidate or Prior to effecting a change in the permanent duty station of an employee, without discussion with the Union regarding the impact of that decision. it shall be reported to the Department Personnel Officer accompanied by a letter of consent signed by the affected employee.

~~D.~~ D. Management will provide a reasonable amount of time for employees to complete their paperwork. Additional time, if necessary, will be granted for file maintenance and compliance investigations. This additional time shall be mutually agreed upon between the employee and his or her supervisor.

25.3 UWP:

A. DSHS will maintain an extra duty room at ESH and WSH for physicians performing 'extra duty' work as defined in Article 7.2 D. Where possible, one room will be provided for physician use and one for psychiatrist use.

B. Shower facilities will be made available for physicians working extra duty.

Coalition 07-09

| Employer Counter Proposal #23

Submitted on 08/14/2006 2:00 p.m.

Page 4 of 4

1 |

2